

CIVIL CASE INFORMATION SHEET
DC-17-09330

Marissa Pittman

CAUSE NUMBER (FOR CLERK USE ONLY): COURT (FOR CLERK USE ONLY):

STYLED Veronica Romero v. AAA Texas, LLC

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: Ramez Shamieh Email: ramez@shamiehlaw.com Address: 1111 W mockingbird Ln 1160 Telephone: 214-389-7333 City/State/Zip: Dallas, TX 75247 Fax: 214-389-7335 Signature: /s/ Ramez Shamieh State Bar No: 24066683		Names of parties in case: Plaintiff(s)/Petitioner(s): Veronica Romero Defendant(s)/Respondent(s): AAA Texas, LLC (Attach additional page as necessary to list all parties)		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:					
2. Indicate case type, or identify the most important issue in the case (select only 1):									
Civil			Family Law						
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:		Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input checked="" type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:		Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:		Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:		Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:							
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:							
3. Indicate procedure or remedy, if applicable (may select more than 1):									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
4. Indicate damages sought (do not select if it is a family law case): <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000									

EXHIBIT

DC-17-09330

Marissa Pittman

CAUSE NO. _____

VERONICA ROMERO

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

Plaintiff,

v.

NO. _____

AAA TEXAS, LLC

Defendant.

DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

Veronica Romero files her Original Petition and Request for Disclosure complaining of AAA Texas, LLC and states the following:

I.**DISCOVERY CONTROL PLAN**

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiff seek monetary relief over \$100,000.00, but less than \$200,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney's fee; and request that this case be placed into Level 2 Discovery Control Plan.

II.**PARTIES**

2. Veronica Romero is an individual residing in Dallas County, Texas.

3. Defendant AAA Texas, LLC ("AAA") is a company licensed to do business in Texas and may be served through its registered agent for service of process at: National Registered Agents, Inc., 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

III.**VENUE AND JURISDICTION**

4. Venue is proper in this Court by virtue of Tex. Civ. Prac. & Rem. Code §15.002(a). Furthermore, this Court has jurisdiction in that the damages being sought are within the jurisdictional limits of this Court.

IV.
FACTS

5. Veronica Romero was involved in a motor vehicle collision on July 3, 2016 (hereinafter referred to as the “Collision”).

6. The Collision was proximately caused by the negligence of an uninsured driver (hereinafter referred to as the “Uninsured Driver”).

7. All of Plaintiff’s damages was caused by the negligence of the Uninsured Driver.

8. AAA issued an insurance policy that provided coverage to Plaintiff for all damages incurred in a motor vehicle collision wherein damages are sustained as the result of an Uninsured, negligent driver (hereinafter referred to as “The Insurance Policy”).

9. Plaintiff made a demand on AAA through its agent, to pay the policy limits available under The Insurance Policy. The demand was unlawfully denied, and not one dollar was offered to Plaintiff.

V.
CAUSES OF ACTION

Breach of Contract

10. Plaintiff incorporates the previous paragraphs by reference as though fully set forth in their entirety. Having determined that the Uninsured Driver was, at the time of the Collision, operating an Uninsured motor vehicle, as defined by The Insurance Policy, Plaintiff timely and properly notified Defendant AAA of the Collision and made a claim therein (hereinafter referred to as “The Claim”). In making The Claim, Plaintiff was fully and properly satisfied with all conditions of The Insurance Policy. Nevertheless, Defendant AAA, through the actions of its agent, failed and refused to pay any benefits owed under The Insurance Policy as it is contractually required to do.

11. Defendant AAA, through the actions of its agent, further breached The Insurance Policy by failing to timely comply the provisions of The Insurance Policy which require and call for a

prompt acknowledgment, investigation, evaluation, and payment of The Claim.

12. The above referenced actions constitute breach of contract by Defendant AAA, which proximately caused Plaintiff's damages.

Breach of Duty of Good Faith and Fair Dealing

13. Defendant AAA refused to pay Plaintiff a fair value for The Claim, though Defendant AAA knew or should have known that it was reasonably clear The Claim was covered by The Insurance Policy. In addition, Defendant AAA handled The Claim in a manner that is (a) in violation of how Defendant AAA agreed such would be handled, (b) in violation of The Texas Insurance Code and (c) in violation of the Texas Deceptive Trade Practices-Consumer Protection Act. The above-referenced actions constitute a breach of the duty of good faith and fair dealing which proximately caused Plaintiff's damages.

Texas Insurance Code, Chapter 541

14. Defendant AAA's acts and/or omissions constitute violations of the one or more of the following sections of the Texas Insurance Code:

a. § 541.051 - Defendant AAA committed an unfair method of competition or an unfair or deceptive act or practice in the business of insurance in violation of the Texas Insurance Code by making, issuing, or circulating or causing to be made, issued, or circulated an estimate, illustration, circular, or statement misrepresenting with respect to a policy issued or to be issued: (A) the terms of the policy; (B) the benefits or advantages promised by the policy; or (C) the dividends or share of surplus to be received on the policy.

b. § 541.052 - Defendant AAA committed an unfair method of competition or an unfair or deceptive act or practice in the business of insurance by making, publishing, disseminating, circulating, or placing before the public or directly or indirectly causing to be made, published, disseminated, circulated, or placed before the public an advertisement, announcement, or statement containing an untrue, deceptive, or misleading assertion, representation, or statement regarding the business of insurance or a person in the conduct of the person's insurance business.

c. § 541.060 - Defendant AAA committed an unfair method of competition or an unfair or deceptive act or practice in the business of insurance by engaging in one or more of the following unfair settlement practices with respect to a claim by an insured or beneficiary: (1) misrepresenting to a claimant a material fact or policy provision relating to coverage at issue; (2) failing to attempt in good faith to effectuate a prompt, fair, and

equitable settlement of: (A) a claim with respect to which the insurer's liability has become reasonably clear; or (B) a claim under one portion of a policy with respect to which the insurer's liability has become reasonably clear to influence the claimant to settle another claim under another portion of the coverage unless payment under one portion of the coverage constitutes evidence of liability under another portion; (3) failing to promptly provide to a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's denial of a claim or offer of a compromise settlement of a claim; (4) failing within a reasonable time to: (A) affirm or deny coverage of a claim to a policyholder; or (B) submit a reservation of rights to a policyholder; (5) refusing, failing, or unreasonably delaying a settlement offer under applicable first-party coverage on the basis that other coverage may be available or that third parties are responsible for the damages suffered, except as may be specifically provided in the policy; (6) undertaking to enforce a full and final release of a claim from a policyholder when only a partial payment has been made, unless the payment is a compromise settlement of a doubtful or disputed claim; (7) refusing to pay a claim without conducting a reasonable investigation with respect to the claim; (8) with respect to a Texas personal automobile insurance policy, delaying or refusing settlement of a claim solely because there is other insurance of a different kind available to satisfy all or part of the loss forming the basis of that claim.

d. § 541.061 - Defendant AAA committed an unfair method of competition or an unfair or deceptive act or practice in the business of insurance by misrepresenting an insurance policy by: (1) making an untrue statement of material fact; (2) failing to state a material fact necessary to make other statements made not misleading, considering the circumstances under which the statements were made; (3) making a statement in a manner that would mislead a reasonably prudent person to a false conclusion of a material fact.

15. Thus, Defendant AAA is liable to Plaintiff pursuant to § 541.151 of the Texas Insurance Code, as well as the DTPA, Section 17.50.

Texas Insurance Code, Chapter 542, Subchapter A

16. Defendant AAA's acts and/or omissions constitute violations of the one or more of the following sections of the Texas Insurance Code:

a. § 542.003 - Defendant engaged in business in this state engaged in one or more of the following unfair claim settlement practices: (1) knowingly misrepresenting to a claimant pertinent facts or policy provisions relating to coverage at issue; (2) failing to acknowledge with reasonable promptness pertinent communications relating to a claim arising under the insurer's policy; (3) failing to adopt and implement reasonable standards for the prompt investigation of claims arising under the insurer's policies; (4) not attempting in good faith to effect a prompt, fair, and equitable settlement of a claim submitted in which liability has become reasonably clear; (5) compelling a policyholder to institute a suit to recover an amount due under a policy by offering substantially less than the amount ultimately recovered in a suit brought by the policyholder; (6) failing to maintain the information required by Section 542.005; or (7) committing another act the commissioner

determines by rule constitutes an unfair claim settlement practice.

Texas Insurance Code Chapter 542, Subchapter B

17. Defendant AAA's acts and/or omissions constitute violations of the one or more of the following sections of the Texas Insurance Code:

a. § 542.055. RECEIPT OF NOTICE OF CLAIM. (a) Not later than the 15th day or, if the insurer is an eligible surplus lines insurer, the 30th business day after the date an insurer receives notice of a claim, the insurer shall: (1) acknowledge receipt of the claim; (2) commence any investigation of the claim; and (3) request from the claimant all items, statements, and forms that the insurer reasonably believes, at that time, will be required from the claimant. (b) An insurer may make additional requests for information if during the investigation of the claim the additional requests are necessary. (c) If the acknowledgment of receipt of a claim is not made in writing, the insurer shall make a record of the date, manner, and content of the acknowledgment.

b. § 542.056. NOTICE OF ACCEPTANCE OR REJECTION OF CLAIM. (a) Except as provided by Subsection (b) or (d), an insurer shall notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the insurer receives all items, statements, and forms required by the insurer to secure final proof of loss. (b) If an insurer has a reasonable basis to believe that a loss resulted from arson, the insurer shall notify the claimant in writing of the acceptance or rejection of the claim not later than the 30th day after the date the insurer receives all items, statements, and forms required by the insurer. (c) If the insurer rejects the claim, the notice required by Subsection (a) or (b) must state the reasons for the rejection. (d) If the insurer is unable to accept or reject the claim within the period specified by Subsection (a) or (b), the insurer, within that same period, shall notify the claimant of the reasons that the insurer needs additional time. The insurer shall accept or reject the claim not later than the 45th day after the date the insurer notifies a claimant under this subsection.

c. § 542.057. PAYMENT OF CLAIM. (a) Except as otherwise provided by this section, if an insurer notifies a claimant under Section 542.056 that the insurer will pay a claim or part of a claim, the insurer shall pay the claim not later than the fifth business day after the date notice is made. (b) If payment of the claim or part of the claim is conditioned on the performance of an act by the claimant, the insurer shall pay the claim not later than the fifth business day after the date the act is performed. (c) If the insurer is an eligible surplus lines insurer, the insurer shall pay the claim not later than the 20th business day after the notice or the date the act is performed, as applicable.

d. § 542.058. DELAY IN PAYMENT OF CLAIM. (a) Except as otherwise provided, if an insurer, after receiving all items, statements, and forms reasonably requested and required under Section 542.055, delays payment of the claim for a period exceeding the period specified by other applicable statutes or, if other statutes do not specify a period, for more than 60 days, the insurer shall pay damages and other items as provided by Section 542.060. (b) This section does not apply in a case in which it is found as a result of arbitration or litigation that a claim received by an insurer is invalid and should not be paid

by the insurer.

18. Thus, Defendant AAA is liable to Plaintiff for violating the above provisions pursuant to Texas Insurance Code § 542.060.

Violations of the Texas Deceptive Trade Practices Act

19. Plaintiff is a consumer. Defendant AAA's conduct as described above constitutes a violation of the Texas Deceptive Trade Practices Act. More particularly, Defendant AAA violated the following sections of the DTPA:

- a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not (Section 17.46(b)(5));
- b. Advertising goods or services with intent not to sell them as advertised (Section 17.46(b)(9));
- c. Breach of an express or implied warranty (Section 17.50(a)(2));
- d. An unconscionable action or course of action (Section 17.50(a)(3));
- e. The use or employment by any person of an act or practice in violation of Chapter 541, Texas Insurance Code (Section 17.50(a)(4)).

**VI.
DAMAGES**

Actual damages

20. Plaintiff incorporates the previous paragraphs by reference as though fully set forth in their entirety. Plaintiff incurred the following actual damages for which they seek recovery:

- a. Medical Expenses: Plaintiff incurred bodily injuries which were caused by the Collision. Plaintiff incurred medical expenses in the past.
- b. Lost Wages: Plaintiff incurred lost wages.
- c. Physical Pain: Plaintiff endured severe and constant physical pain in the past and will endure pain in the future.
- d. Mental Anguish: Plaintiff endured mental anguish in the past and will endure mental anguish in the future.

- e. Impairment: Plaintiff endured physical impairment in the past, and will continue to suffer the effects in the future.

Attorneys' Fees

21. Pursuant to Section 38.001 et. seq. of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, as well as Texas Insurance Code Sections 541.152 and 542.060, Plaintiff is entitled to recover all reasonable and necessary attorneys' fees incurred in the prosecution of this action.

Punitive, Treble, and Other Damages

22. Plaintiff is entitled to 18% interest on her damages as a result of Defendant AAA's violation of Chapter 542 of the Texas Insurance Code.

23. Defendant AAA's conduct as described above was committed knowingly and intentionally. Defendant AAA's conduct involved an extreme degree of risk. Defendant AAA was aware of this risk, but nevertheless proceeded with conscious indifference to the rights, safety and welfare of Plaintiff. Therefore, Plaintiff seeks recovery of punitive, treble and any other additional damages that the law allows under the causes of action asserted above.

24. All conditions precedent to Plaintiff's right to recover the relief sought herein have occurred.

VII.
DISCLOSURE REQUEST

25. Request is hereby formally made for Defendant AAA to provide Plaintiff with responses to Plaintiff's Request for Disclosure pursuant to Rule 194 of the Texas Rules of Civil Procedure.

VIII.
JURY DEMAND

26. Pursuant to Rules 216 and 217 of the Texas Rules of Civil Procedure, Plaintiff requests a jury trial of this matter. Accordingly, Plaintiff tenders the proper jury fee with the filing of Plaintiff's Original Petition.

IX.
RELIEF SOUGHT

27. Pursuant to Texas Rules of Civil Procedure 193.7, notice is hereby given of the intention to use any of the documents exchanged and/or produced between any party during the trial of this case. All conditions precedent to Plaintiff's right to recover the relief sought herein have occurred or have been performed.

30. As required by Rule 47(b), Texas Rules of Civil Procedure, Plaintiff states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c), Texas Rules of Civil Procedure, Plaintiff states that she seeks monetary relief less than \$100,000.00. As discovery takes place and testimony is given, Plaintiff will be in a better position to give the maximum amount of damages sought.

31. Plaintiff requests that Defendant AAA be cited to appear and answer and that this case be tried after which Plaintiff recover:

- a. Judgment against Defendant AAA for a sum within the jurisdictional limits of this Court for the damages indicated above;
- b. Statutory Penalties and Interest;
- c. 18% interest under the Texas Insurance Code;
- d. Pre-judgment interest at the maximum amount allowed by law;
- e. Post-judgment interest at the maximum rate allowed by law;
- f. Reasonable and necessary attorneys' fees;
- g. Costs of suit; and
- h. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

/s/ Ramez F. Shamieh

Ramez F. Shamieh

Texas State Bar No. 24066683

Louisiana State Bar No. 35558

New York State Bar No. 5280219

ramez@shamiehlaw.com

Shamieh Law, PLLC

1111 West Mockingbird Lane, Suite 1160

Dallas, Texas 75247

T: 214.389.7333

F: 214.389.7335

ATTORNEY FOR PLAINTIFF

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: **AAA TEXAS LLC**
SERVING REGISTERED AGENT NATIONAL REGISTERED AGENTS INC
1999 BRYAN STREET SUITE 900
DALLAS TX 75201

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **44th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **VERONICA ROMERO**

Filed in said Court **1st day of August, 2017** against

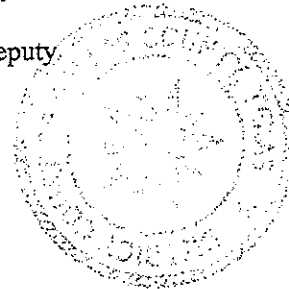
AAA TEXAS LLC

For Suit, said suit being numbered **DC-17-09330**, the nature of which demand is as follows:
Suit on **MOTOR VEHICLE ACCIDENT** etc. as shown on said petition **REQUEST FOR DISCLOSURE**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 4th day of August, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By *Gay Lane*, Deputy
GAY LANE



<p align="center"><u>ATTY</u></p> <p align="center">CITATION</p> <hr/> <p align="center">DC-17-09330</p> <hr/> <p align="center">VERONICA ROMERO vs. AAA TEXAS LLC</p> <p align="center">ISSUED THIS 4th day of August, 2017</p> <p align="center">FELICIA PITRE Clerk District Courts, Dallas County, Texas</p> <p align="center">By: GAY LANE, Deputy</p> <hr/> <p align="center">Attorney for Plaintiff RAMEZ F SHAMIEH SHAMIEH LAW PLLC 1111 WEST MOCKINGBIRD LANE SUITE 1160 DALLAS TX 75247 214-389-7333</p>
--

DALLAS COUNTY CONSTABLE

FEEs
PAID

FEEs NOT
PAID



OFFICER'S RETURN

Case No. : DC-17-09330

Court No.44th District Court

Style: VERONICA ROMERO

vs.

AAA TEXAS LLC

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ M. Executed at _____,
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____,
20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: AAA TEXAS LLC
SERVING REGISTERED AGENT NATIONAL REGISTERED AGENTS INC
1999 BRYAN STREET SUITE 900
DALLAS TX 75201

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **44th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **VERONICA ROMERO**

Filed in said Court **1st day of August, 2017** against

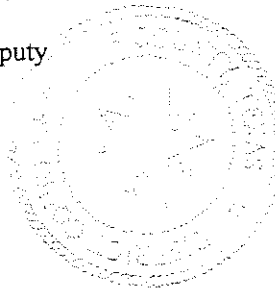
AAA TEXAS LLC

For Suit, said suit being numbered **DC-17-09330**, the nature of which demand is as follows:
Suit on **MOTOR VEHICLE ACCIDENT** etc. as shown on said petition **REQUEST FOR DISCLOSURE**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 4th day of August, 2017.

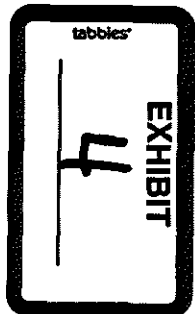
ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By *Gay Lane*, Deputy
GAY LANE



ATTY
CITATION
DC-17-09330
VERONICA ROMERO vs. AAA TEXAS LLC
ISSUED THIS 4th day of August, 2017
FELICIA PITRE Clerk District Courts, Dallas County, Texas
By: GAY LANE, Deputy
Attorney for Plaintiff RAMEZ F SHAMIEH SHAMIEH LAW PLLC 1111 WEST MOCKINGBIRD LANE SUITE 1160 DALLAS TX 75247 214-389-7333

DALLAS COUNTY CONSTABLE
FEES PAID FEES NOT PAID



OFFICER'S RETURN

Case No. : DC-17-09330

Court No.44th District Court

Style: VERONICA ROMERO

vs.

AAA TEXAS LLC

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M. Executed at _____,
within the County of _____ at _____ o'clock _____ .M. on the _____ day of _____,
20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____
For mileage \$ _____ of _____ County, _____
For Notary \$ _____ By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

AFFIDAVIT OF SERVICE

Dianne Coffey

State of Texas

County of Dallas

44th Judicial District Court

Case Number: DC-17-09330

Plaintiff:

Veronica Romero

vs.

Defendant:

AAA Texas, LLC

For:

Ramez Shamleh

1111 W. Mockingbird Ln

Suite 1160

Dallas, TX 75247

Received by On Time Process Service on the 18th day of August, 2017 at 12:00 pm to be served on Registered Agent for AAA Texas, LLC National Registered Agents, Inc., 1999 Bryan Street, Suite 900, Dallas, TX 75201.

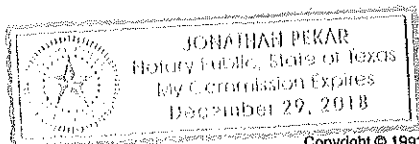
I, Anthony Collins, being duly sworn, depose and say that on the 18th day of August, 2017 at 3:10 pm, I:

Executed service by delivering a true copy of the Citation, Copy of Plaintiff's Original Petition, to: Antoinette Williams as Authorized Acceptance Agent at the address of: 1999 Bryan Street, Suite 900, Dallas, TX 75201, who is authorized to accept service for AAA Texas, LLC, and informed said person of the contents therein, in compliance with state statutes.

"I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server in good standing in the judicial circuit in which the process was served. I have personal knowledge of the facts set forth in this affidavit, and they are true and correct."

Subscribed and Sworn to before me on the 18th day of August, 2017, by the affiant who is personally known to me.

NOTARY PUBLIC



A handwritten signature in black ink, appearing to read 'Anthony Collins', written over a horizontal line.

Anthony Collins
SCH 357 Expires 12/31/2019

On Time Process Service
1700 Pacific Ave
Suite 1040
Dallas, TX 75201
(214) 740-9999

Our Job Serial Number: ONT-2017002723
Ref: Veronica Romero



CAUSE NO. DC-17-09330

VERONICA ROMERO	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	44 th JUDICIAL DISTRICT
AAA TEXAS, LLC	§	
	§	
<i>Defendant</i>	§	DALLAS COUNTY, TEXAS

**DEFENDANT'S ORIGINAL ANSWER AND VERIFIED DENIAL TO PLAINTIFF'S
ORIGINAL PETITION SUBJECT TO DEFENDANT'S MOTION TO TRANSFER
VENUE**

TO THE HONORABLE COURT:

COMES NOW, Universal Insurance Company, the proper Defendant, mistakenly named as Defendant AAA Texas, LLC. and files this its *Original Answer and Verified Denial to Plaintiff's Original Petition Subject to Defendant's Motion to Transfer Venue* and in support thereof would respectfully show unto this Honorable Court as follows:

I. GENERAL DENIAL

1. Defendant, in accordance with TEXAS RULE OF CIVIL PROCEDURE 92, generally denies each and every, all and singular, the allegations contained in *Plaintiff's Original Petition* and demands strict proof thereof.

II. AFFIRMATIVE DEFENSES

2. For further answer, should same be necessary, Defendant pleads the following by way of affirmative defenses:

a. **Failure to Mitigate.** In the unlikely event that Defendant is found to have any liability for the claims alleged by Plaintiff, which liability is specifically denied, Defendant



affirmatively pleads its liability to Plaintiff, if any, should be reduced pursuant to Plaintiff's failure to mitigate her alleged damages.

b. **Pre-Existing Injuries and/or Disabilities.** Defendant affirmatively pleads Plaintiff's claims are barred, in whole or part, in that Plaintiff's damages and injuries are the result in whole or in part of a pre-existing or subsequent condition, injury and/or disability of Plaintiff, and are not the result of acts and/or omissions of Defendant.

c. **Limitation of Damages (Paid or Incurred).** Defendant affirmatively pleads Plaintiff's evidence of and/or recovery of medical or health care expenses, if any, be limited to the amount actually paid or incurred by or on behalf of the Plaintiff pursuant to §41.0105 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE.

III. VERIFIED DENIAL

3. Pursuant to Texas Rule of Civil Procedure 93(1) and (4), Universal Insurance Company, the proper Defendant, mistakenly named as Defendant AAA Texas, LLC enters this verified denial asserting that Defendant AAA Texas, LLC has no liability in the legal capacity in which it has been sued. Specifically, Defendant AAA Texas, LLC is neither the entity which sold the policy at issue to Plaintiff nor was it the entity which communicated with Plaintiff or her counsel. Universal Insurance Company issued the policy in question to Plaintiff and communicated with Plaintiff and her counsel. The correct Defendant's name is Universal Insurance Company.

IV. DEFENDANT' REQUEST FOR DISCLOSURE TO PLAINTIFF

Defendant requests that Plaintiff disclose the information and material prescribed in Texas Rule of Civil Procedure 194.2(a)-(I). Plaintiff's Responses to Defendant's Request for

Disclosure is due 30 days from the date of service. In additional, Plaintiff is required to supplement her responses as provided by the Texas Rules of Civil Procedure.

V. PRAYER

WHEREFORE PREMISES CONSIDERED, Universal Insurance Company, the proper Defendant, mistakenly named as Defendant AAA Texas, LLC prays that:

Upon final hearing hereof, Plaintiff VERONICA ROMERO take nothing by way of her causes of action herein; Defendant recover its costs herein expended; and for such other and further relief, at law or in equity, to which Defendant is justly entitled to receive.

Respectfully submitted,

**QUINTAIROS, PRIETO, WOOD & BOYER,
P.A.**

By: /s/ David M. Hymer

DAVID M. HYMER
State Bar No. 10380250
J. KEVIN THOMPSON
State Bar No. 19925500
david.hymer@qpwbllaw.com
kevin.thompson@qpwbllaw.com

1700 Pacific Avenue, Suite 4545
Dallas, Texas 75201
(214) 754-8755
(214) 754-8744 (Fax)
COUNSEL FOR DEFENDANT

CERTIFICATE OF SERVICE

A copy of the foregoing document has been served upon the following counsel of record
via the Court's electronic filing system on this 8th day of September, 2017 to:

VIA EMAIL: ramez@shamiehlaw.com


Ramez Shamieh
Shamieh Law
1111 West Mockingbird Lane
Suite 1160
Dallas, Texas 75247

/s/ David M. Hymer
DAVID M. HYMER

VERIFICATION

STATE OF NORTH CAROLINA §
COUNTY OF FORSYTH §

BEFORE ME, the undersigned authority, on this day personally appeared VICTORIA COX, authorized representative of Universal Insurance Company who being by me duly sworn, upon her oath deposed and stated that she has read Paragraph III of DEFENDANT' ORIGINAL ANSWER AND VERIFIED DENIAL TO PLAINTIFF'S ORIGINAL PETITION and that, based upon her personal knowledge, the allegations and statements of fact contained therein are true and correct.



Victoria Cox, authorized representative of
Universal Insurance Company

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th day of September, 2017.

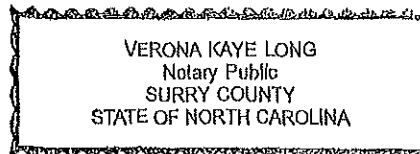
Verona Kaye Long 9.7.17

Notary Public in and for the State of North Carolina

Verona Kaye Long

Printed Name of Notary Public

My Commission Expires 9.10.21



CAUSE NO. DC-17-09330

VERONICA ROMERO
Plaintiff,

v.

AAA TEXAS, LLC

Defendants.

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

TO THE HONORABLE COURT:

COMES NOW, Universal Insurance Company, the proper Defendant, mistakenly named as Defendant AAA Texas, LLC. and files this its *Motion to Transfer Venue* and in support thereof would respectfully show unto this Honorable Court as follows:

I. DEFENDANT'S MOTION TO TRANSFER VENUE

Universal Insurance Company, the proper Defendant, mistakenly named as Defendant AAA Texas, LLC. in the above-style and numbered case files this Motion to Transfer Venue, seeking an order from the Court transferring Plaintiff's claims against Defendant to Tarrant County, Texas because Plaintiff failed to show venue is proper in the present Court, the alleged claims against Defendant arise out of an occurrence in which all or a substantial part of the alleged events or alleged omissions giving rise to the claim arose in a different county, this Defendant's principal office is in a different state and Plaintiff was a resident of Tarrant County at the time of the alleged incident. Therefore, venue is improper in the present Court.

II. SUMMARY OF THE ARGUMENT

Transferring this case is appropriate because Plaintiff's causes of action, as alleged against Defendant, arise out an alleged automobile accident which occurred in Tarrant County. Furthermore, AAA Texas, LLC has been mistakenly named as Defendant, the proper Defendant

Universal Insurance Company's principal office is in a different state, Plaintiff was a resident of Tarrant County at the time of the alleged incident and the proper Defendant has no connection with Dallas County. As such, Plaintiff violated the general venue rule and, as shown in more detail below, this Court should transfer the claims against Defendant to Tarrant County.

III. BACKGROUND FACTS

This lawsuit arises from an alleged automobile accident. *See Plaintiff's Petition already on file with the Court.* Plaintiff simply states venue is proper in this court pursuant to Tex. Civ. Prac. & Rem. Code §15.002(a). *See Plaintiff's Petition at p. 1.* This is untrue; proper Defendant Universal Insurance Company's principal office is in another state, North Carolina. Further, Plaintiff was a resident of Tarrant County at the time of the alleged incident and all relevant venue facts occurred in Tarrant County, Texas. *See Defendant's Original Answer and Verified Denial to Plaintiff's Original Petition Subject to Defendant's motion to Transfer Venue.*

IV. AUTHORITIES

Defendant asks the Court to transfer this claim to a county of proper venue. The general venue rule set forth in section 15.002 of the Civil Practice & Remedies Code provides:

All lawsuits shall be brought:

1. in the county in which all or a substantial part of the events or omissions giving rise to the claim occurred;
2. in the county of defendant's residence at the time the cause of action accrued if defendant is a natural person;
3. in the county of the defendant's principal office in this state, if the defendant is not a natural person; or
4. if subsections (1) (2), and (3) do not apply, in the county in which the plaintiff resided at the time of the accrual of the cause of action.

A plaintiff's choice of venue stands unless challenged by proper motion to transfer venue. Once challenged, the plaintiff has the burden to present prima facie proof (probative evidence)

that venue is maintainable in the county of suit. However, if the plaintiff fails to discharge the burden, the right to choose a proper venue passes to the defendant, who must then prove venue is proper in the defendant's chosen county. *In re Missouri Pacific Railroad Co.*, 998 S.W.2d 212, 216 (Tex. 1999); *In re Masonite Corp.*, 997 S.W.2d 194, 197 (Tex. 1999); *Geochem Tech Corp. v. Verseckes*, 962 S.W.2d 541, 543 (Tex. 1998).

In making the venue determination, the court must make its decision based on the pleadings, any stipulations, and the affidavits and attachments. *See* Tex. R. Civ. P. 87. The hearing on a motion to transfer venue is non-jury, for argument only, and no evidence may be received. *See Eddins v. Parker*, 63 S.W.3d 15, 18 (Tex. App. – El Paso 2001, no pet.). All venue facts, when properly pleaded, shall be taken as true unless specifically denied by the adverse party. When a venue fact is specifically denied, the party pleading the fact must make prima facie proof. *Geochem Tech Corp. v. Verseckes*, 962 S.W.2d 541, 543 (Tex. 1998).

The trial court must then transfer venue to the county specified in the defendant's motion to transfer, provided that the defendant has requested transfer to another county of proper venue. *See Eddins v. Parker*, 63 S.W.3d 15, 18 (Tex. App. – El Paso 2001, no pet.).

V. ARGUMENTS

Plaintiff pled no valid facts establishing venue as proper in Dallas County. Invoking the venue rule as established by section 15.002 of the Civil Practice & Remedies Code and applying it to the facts of Plaintiff's claims, Tarrant County is the proper place to bring the lawsuit.

Proper Defendant Universal insurance Company's principal place of business is not in Texas, but rather in North Carolina. Further, the alleged accident made the basis of this suit took place in Tarrant County. At the time of the alleged incident, Plaintiff resided in Tarrant County, Texas. All of the alleged events or omissions giving rise to the claims occurred in Tarrant

County and not in Dallas County. Dallas County has simply no ties to the present action is not a proper county in which to hear this suit.

Tarrant County is the appropriate venue because the essential facts of the instant matter arose in Fort Worth, Texas which is located in Tarrant County. Because Plaintiff failed to allege facts which support maintaining the action in Dallas County, Texas, the Court should transfer to Tarrant County, a proper county under the general venue provision.

VI. CONCLUSION

Defendant respectfully prays the court set this matter for hearing and after hearing, the court grant this motion and transfer this matter to Tarrant County, Texas, the proper county of venue. Defendant further prays for all other relief to which it shows itself entitled.

Respectfully submitted,

**QUINTAIROS, PRIETO, WOOD & BOYER,
P.A.**

By: /s/ David M. Hymer

DAVID M. HYMER

State Bar No. 10380250

J. KEVIN THOMPSON

State Bar No. 19925500

david.hymer@qpwbllaw.com

kevin.thompson@qpwbllaw.com

1700 Pacific Avenue, Suite 4545

Dallas, Texas 75201

Telephone: (214) 754-8755

Facsimile: (214) 754-8744

**Attorneys for Defendant Triumph LP
d/b/a Kindred Hospital Sugar Land and
Kindred Healthcare, Inc.**

CERTIFICATE OF SERVICE

A copy of the foregoing document has been served upon the following counsel of record via the Court's electronic filing system on this 8th day of September, 2017 to:

VIA EMAIL: ramez@shamiehlaw.com

Ramez Shamieh
Shamieh Law
1111 West Mockingbird Lane
Suite 1160
Dallas, Texas 75247

/s/ David M. Hymer

DAVID M. HYMER

CAUSE NO. DC-17-09330

VERONICA ROMERO

Plaintiff,

v.

AAA TEXAS, LLC

Defendant

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**ORDER GRANTING DEFENDANT'S
MOTION TO TRANSFER VENUE**

After full consideration of Defendant's Motion to Transfer Venue, and after reviewing the pleadings on file, the Motion and arguments of counsel, and noting Dallas County is not the proper venue, the Court concludes such motion is well taken and should be GRANTED. It is therefore:

ORDERED, ADJUDGED AND DECREED that this cause be and hereby is transferred from Dallas County to Tarrant County. The Clerk of this Court is to have the file and the documents related to this cause of action delivered to the appropriate Tarrant County, Texas court. Plaintiff is to pay the applicable fees necessary to effectuate transfer.

SIGNED this 15th day of September, 2017.


JUDGE PRESIDING

Kevin Thompson

From: Ramez Shamieh <ramez@shamiehlaw.com>
Sent: Thursday, September 14, 2017 11:28 AM
To: David M. Hymer; 'Jonathan McKinnon'
Cc: Kevin Thompson; Esveidi Ortega
Subject: RE: DC-17-09330, Veronica Romero vs. AAA Texas

I will agree to the transfer, but only transferring it to county court (not district).

I will also be amending the petition to adding the correct name.

From: David M. Hymer [mailto:david.hymer@qpwbllaw.com]
Sent: Thursday, September 14, 2017 11:07 AM
To: 'Jonathan McKinnon' <jmckinnon@dallascourts.org>; Ramez Shamieh <ramez@shamiehlaw.com>
Cc: Kevin Thompson <kevin.thompson@qpwbllaw.com>
Subject: RE: DC-17-09330, Veronica Romero vs. AAA Texas

Ramez, I have added Kevin Thompson on the email change. Please let us know. Plus, Kevin has been trying to reach you to discuss other issues as well. Please call. Thanks.

David M. Hymer
Partner



Quintairos, Prieto, Wood & Boyer, P.A.
1700 Pacific Avenue, Suite 4545
Dallas, Texas 75201
Telephone: (214)754-8755
Fax: (214)754-8744
Cell: (214)274-6622
Email: david.hymer@qpwbllaw.com

From: Jonathan McKinnon [mailto:jmckinnon@dallascourts.org]
Sent: Thursday, September 14, 2017 7:34 AM
To: ramez@shamiehlaw.com
Cc: David M. Hymer
Subject: DC-17-09330, Veronica Romero vs. AAA Texas

Ramez, D filed an answer and motion to Transfer Venue to Tarrant County. Are you going to be agreeing to that motion?

I only ask because if you are I'm not going to spend time sending notices for a scheduling conference.

Jonathan

Jonathan McKinnon
Court Coordinator
44th District Court



This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>
